

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF NEW YORK

DION DAWKINS,

Plaintiff,

v.

R & D CONTRACTING, INC. and
ROBERT J. BRICELAND,

Defendants.

**ANSWER TO THIRD-PARTY
COMPLAINT**

Case No: 1:24-cv-00043-LJV

R&D CONTRACTING, INC. and
ROBERT J. BRICELAND,

Third-Party Plaintiffs,

v.

STONEWOOD BUILDERS LLC, and
STEVEN OHRENSTEIN,

Third-Party Defendants.

Third-Party Defendants Stonewood Builders LLC and Steven Ohrenstein (hereinafter “Third-Party Defendants”), by and through their attorneys, Gallo & Iacovangelo, LLP, as and for their Answer to Defendants/Third-Party Plaintiffs’ (hereinafter “Third-Party Plaintiffs”), Third-Party Complaint (“hereinafter “Complaint”), does hereby allege, upon information and belief as follows:

PARTIES

1. Denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in paragraph 1.

2. Denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in paragraph 2.

3. Denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in paragraph 3.

4. Admits the allegations in paragraph 4.

5. Admits the allegations in paragraph 5.

JURISDICTION & VENUE

6. Denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in paragraph 6.

7. Denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in paragraph 7.

8. Denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in paragraph 8.

PROCEDURAL HISTORY

9. Denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in paragraph 9.

10. Denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in paragraph 10.

FACTUAL HISTORY

11. Denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in paragraph 11.

12. Denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in paragraph 12.

13. Denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in paragraph 13.

14. Denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in paragraph 14.

15. Denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in paragraph 15.

16. Denies the allegations in paragraph 16.

17. Denies the allegations in paragraph 17.

18. Denies the allegations in paragraph 18.

19. Denies the allegations in paragraph 19.

20. Denies the allegations in paragraph 20.

21. Denies the allegations in paragraph 21.

**AS AND FOR A FIRST CAUSE OF ACTION
FOR TORTIOUS INTERFERENCE WITH CONTRACTUAL RELATIONS**

22. Denies the allegations in paragraph 22.

23. Denies the allegations in paragraph 23.

24. Denies the allegations in paragraph 24.

25. Denies the allegations in paragraph 25.

26. Denies the allegations in paragraph 26.

27. Denies the allegations in paragraph 27.

28. Denies the allegations in paragraph 28.

29. Denies the allegations in paragraph 29.

30. Denies the allegations in paragraph 30.

AS AND FOR A SECOND CAUSE OF ACTION
FOR TORTIOUS INTERFERENCE WITH PROSPECTIVE BUSINESS RELATIONS

- 31. Denies the allegations in paragraph 31.
- 32. Denies the allegations in paragraph 32.
- 33. Denies the allegations in paragraph 33.
- 34. Denies the allegations in paragraph 34.
- 35. Denies the allegations in paragraph 35.
- 36. Denies the allegations in paragraph 36.
- 37. Denies the allegations in paragraph 37.
- 38. Denies the allegations in paragraph 38.
- 39. Denies the allegations in paragraph 39.
- 40. Denies the allegations in paragraph 40.
- 41. Denies each and every other allegation, along with any and all claims of wrongdoing however styled or situated in the Complaint, which are not otherwise specifically admitted, controverted, or denied herein.

AS AND FOR A FIRST AFFIRMATIVE DEFENSE

- 42. Third-Party Defendants had no knowledge of the subject contract terms.

AS AND FOR A SECOND AFFIRMATIVE DEFENSE

- 43. At all times, Third-Party Defendants acted in good faith and did not intentionally procure any breach of the subject agreement.

AS AND FOR A THIRD AFFIRMATIVE DEFENSE

- 44. Third-Party Plaintiff breached their obligations under the subject agreement.

AS AND FOR A FOURTH AFFIRMATIVE DEFENSE

45. Third-Party Defendants' conduct was not a substantial factor in any failure to perform the subject agreement because Third-Party Plaintiff breached the agreement by their failure to perform.

AS AND FOR A FIFTH AFFIRMATIVE DEFENSE

46. Third-Party Defendants' actions, if any, were justified.

AS AND FOR A SIXTH AFFIRMATIVE DEFENSE

47. The Complaint, in whole or in part, fails to state a cause of action upon which relief can be granted.

AS AND FOR A SEVENTH AFFIRMATIVE DEFENSE

48. Third-Party Plaintiffs' claims are barred by documentary evidence.

AS AND FOR AN EIGHTH AFFIRMATIVE DEFENSE

49. Third-Party Plaintiffs have failed to mitigate their damages, if any.

AS AND FOR A NINTH AFFIRMATIVE DEFENSE

50. Third-Party Plaintiffs' claims are barred, in whole or in part, by equitable doctrines, such as, but not limited to, waiver, ratification, consent, equitable estoppel, or unclean hands.

AS AND FOR A TENTH AFFIRMATIVE DEFENSE

51. If any damages were sustained as alleged in the Complaint, all such damages have been caused, in whole or in part, by the wrongdoing, negligence, want of care, omissions, failure to mitigate damages or other culpable conduct or comparative negligence of Third-Party Plaintiffs or their agents or employees or other parties not named herein, without any contribution thereto by Third-Party Defendants.

AS AND FOR AN ELEVENTH AFFIRMATIVE DEFENSE

52. There is no basis for an award of attorneys' fees against Third-Party Defendants.

AS AND FOR A TWELFTH AFFIRMATIVE DEFENSE

53. Third-Party Plaintiffs' lawsuit is frivolous; therefore, Third-Party Defendants are entitled to attorneys' fees, costs and disbursements expended in the defense of the claims herein.

AS AND FOR A THIRTEENTH AFFIRMATIVE DEFENSE

54. Third-Party Defendants dispute the amounts claimed to be owed to Third-Party Plaintiff.

WHEREFORE, the Third-Party Defendants demand judgment dismissing the Third-Party Plaintiffs' Complaint and awarding the Third-Party Defendants the costs and disbursements of this action, including but not limited to, reasonable attorneys' fees and for such other and further relief as the Court deems just and proper.

Dated: June 6, 2025
Rochester, New York

GALLO & IACOVANGELO, LLP

s/ James S. Wolford, Esq.
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